

Limited Warranty

Allermuir warrants to the original purchaser that its products are free from defects in materials and workmanship for a period of ten (10) years from date of delivery, except as noted below. This warranty applies to single shift (standard 8-hour day, 5 days per week) use, and covers products delivered in the Americas: Canada, the Caribbean, Latin America, Mexico and the United States.

Exceptions

5 Years
Stacking chairs, metal chair frames, seating components including controls and adjustment mechanisms, height adjustment mechanisms and pneumatic cylinders, monitor supports and tablet arm assemblies, wood veneer and low pressure laminate (LPL) surfaces, urethane and wood edge treatments, upholstery and tailoring.

3 Years
Electrical components and power supplies, ballasts, casters, glides, exposed wood frames, marker board surfaces, granite and glass surfaces, replacement parts.

Fabric
Allermuir offers no warranty, either implied or expressed, on any fabrics or leathers used on our products. Fabrics and leathers carry warranties from the fabric manufacturer or reseller. Please refer to each reseller's warranties before specifying. Because every fabric specification is different and application for use must be taken into consideration,

Allermuir shall not be held responsible in any manner for wrong specification of fabric for tailoring, wear, durability, or light fastness.

Exclusions

Warranty does not apply to product failure or loss resulting from:

- Normal wear and tear.
- Failure to apply, install or maintain products according to published Allermuir or manufacturer instructions and guidelines.
- Abuse, misuse, neglect or accident.
- Unauthorized alteration or modification of the product.
- Products exposed to extreme environmental conditions or improper storage.

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• Substitution of any unauthorized components that are integral to the performance of the product.

Warranty does not cover:

- Replacement parts are covered for 3 years not to exceed the balance of the original warranty.
- Customer's own materials including, but not limited to solid surfaces, laminates, textiles and upholstery materials, leathers, wood and wood veneers. These materials are subject to the original manufacturer's warranties only.
- Variations in surface materials including color, grain, texture.
- Variations in leather such as scars, wrinkles, and other marks.
- Variations in wood such as color, staining, grain, scars and other marks.
- Color fastness due to aging

or exposure to sunlight.

- Consumables, such as batteries, light bulbs and lamps.
- Products purchased "as is", used or secondhand.
- Products sold by unauthorized dealers or installer

Warranty Provides Exclusive Remedies

Under this warranty, if a product fails during normal use during the warranty period as a result of a defect in materials or workmanship, Allermuir will, at its sole discretion, either repair or replace the product free of charge. If Allermuir determines the repair or replacement of the

product(s) is not commercially practical, Allermuir may choose to refund the purchase price of the affected product.

This warranty applies to products purchased on or after March 1, 2016. For products purchased prior to March 1, 2016, please refer to the warranty terms and conditions in effect at that time.

THIS LIMITED WARRANTY IS THE SOLE REMEDY FOR PRODUCT DEFECT AND NO OTHER EXPRESS OR IMPLIED WARRANTY IS PROVIDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLERMUIR SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES.

This warranty is non-transferable and valid to the original purchaser only. Warranty is enforceable only if products were acquired and installed by Allermuir or one of its Authorized Resellers.

Terms and Conditions of Sale

SENATOR INTERNATIONAL, INC., an Ohio corporation d/b/a ALLERMUIR ("SIC") does business with its Buyers under the terms and conditions set forth herein. SIC hereby rejects any terms and conditions contained in any Buyer purchase order or other business forms or in correspondence or elsewhere or implied by trade, custom, practice or course of dealing unless specifically included or varied in writing by a director or other authorized representative of SIC which are different from or in addition to the terms stated herein. "Buyer" means the person or entity whose order for the goods is accepted by SIC. "Goods" means the goods (including any installment of the goods or any parts of them) which SIC is to supply in accordance with these conditions. Any reference in these terms and conditions to singular includes plural.

1. Acceptance of Orders

a) All orders are subject to the approval of SIC, and SIC shall not be committed to honor any order until SIC has provided to Buyer written acceptance of the order.

b) Buyer has 3 business days from issue of order acknowledgement to make any adjustments including but not limited to shipping location, fabrics, finishes, model specification, etc. Following the 3 days the order is accepted and any changes or modifications are subject to additional charges and restocking fees.

2. General Terms of Payment and Financial Requirements

a) Terms of payment are NET 30 DAYS from date of invoice, except where otherwise specified in writing by SIC. Credit amounts are subject to satisfactory references and verification by our credit insurers [Euler Trade indemnity]. Time of payment shall be of the essence for all contracts between SIC and Buyer.

b) A LATE PAYMENT CHARGE OF 2.5% PER MONTH WILL BE IMPOSED ON ANY PORTION OF ACCOUNT NOT PAID WITHIN TERMS STATED ON INVOICE. However, if this rate exceeds the maximum rate permitted under applicable law or regulations, the charge shall be reduced to the maximum allowable rate.

c) SIC may offer special payment and/or shipment terms. In such event, these special terms shall supersede the general terms of payment and/or shipment, provided that such special terms are fully stated in a SIC INVOICE, signed by an authorized representative of SIC.

d) If Buyer shall

(i) commit any breach hereunder;

(ii) file for or become subject to bankruptcy or receivership;

(iii) liquidate or cease business;

(iv) make arrangement with or composition for the benefit of any of his or its creditors; or

(v) if in the opinion of SIC, Buyer's credit becomes impaired, SIC shall still have the following rights and remedies in addition to any other rights and remedies provided by applicable law.

(i) All sums shall become immediately due and payable, notwithstanding any credit terms previously in effect.

(ii) SIC may refuse any order placed by Buyer.

(iii) SIC may cancel any accepted orders or delay shipment of any order without any liability to Buyer therefore.

(iv) No order may be cancelled by Buyer without SIC's consent in writing, and such cancellation will be subject to a charge of 25% of order value or 15% if the product can be reused.

(v) If credit previously has been extended by SIC to Buyer, and SIC elects to make further sales to Buyer, SIC may require payments on a C.O.D. or cash-in-advance basis.

(vi) In the event collection of sums due from Buyer to SIC is referred to lawyers or debt recovery agents or if proceedings are brought to collect such sums or to enforce the rights of SIC, Buyer agrees to pay all costs and reasonable fees, including attorney fees and such costs and fees incurred in any proceedings or appeal and in executing on any judgement.

e) SIC shall have the right to change its financial requirements of Buyer at any time.

f) Prices stated do not include sale or use taxes, tariffs, or any other governmental charges, taxes, or duties payable by SIC, which will be added to invoice wherever applicable. If any of the foregoing changes are assessed after delivery of Goods, Buyer will pay same upon demand.

g) SIC shall be entitled to apply order surcharges due to economic conditions including but not limited to materials,

labor, and transportation.

h) SIC shall be entitled to a general lien on any Goods and other property owned by Buyer in SIC's possession (although the Buyer may have paid for the same in full) in satisfaction of the whole or part as the case may be of the unpaid price of any Goods sold and delivered to Buyer under any contract. SIC shall be entitled to offset any sum or sums owing by it to Buyer against any sums owed by Buyer to SIC.

3. Warranty

SIC's only warranties shall be those expressly set forth herein and SIC makes no other representations or warranties concerning the Goods including, but not limited to, any warranty of fitness for a particular purpose. SIC warrants that the Goods shall be free from defects in workmanship or materials for the twelve (12) months following delivery by SIC to Buyer. Any remedy claimed for failure of such warranty shall be only upon the terms and conditions as limited by this Agreement. Buyer must notify SIC, in writing, of any claimed defect as soon as practical after discovery thereof by Buyer. Upon such notification, SIC may, at its option, confirm that the Goods are, in fact, defective. Upon such determination, SIC may, at its option, either

a) repair such defective Goods at Buyer's location at no cost to Buyer or

b) require that Buyer return the defective Goods as set forth in the following Section 4 for either replacement by SIC or refund of the purchase price (at SIC's option). Buyer's remedies for any breach of warranty shall be limited as set forth herein and any other remedy is hereby waived by Buyer (including any claim for consequential damages, loss of profits, good will, reputation, bodily injury, or claims from third parties). In no event shall SIC's liability to Buyer (whether for breach of warranty, breach of contract, negligence, misrepresentation, or otherwise) exceed the cost of the Goods which gave rise to such claim liability. SIC does not accept (and expressly disclaims) any responsibility for electrical work installation which SIC's personnel do not supervise and all electrical installation must be undertaken by Buyer through a competent and qualified licensed electrician.

4. Returns and Replacements

Defective Goods will be accepted only with prior authorization from SIC's head office and receipt of SIC's RETURN/

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AUTHORIZATION NUMBER. Goods returned are not to exceed quantity authorized. All returns must have freight prepaid. Credit will be issued (or Goods replaced) only after Goods are inspected and approved and will be based on Buyer's cost for the Goods in question, less any costs for transport and re-packing.

a) Goods defective on delivery may be returned for exchange or full credit.

b) Goods incorrectly delivered by SIC may be returned for full credit.

c) Goods incorrectly ordered may be returned subject to a handling charge of 25% of invoice.

d) Samples will be credited in full if returned in good condition within 60 days of delivery.

Payment must be made in full for all samples not returned within this period.

5. Changes

a) SIC shall have the right to Reduce, or increase prices to Buyer at any time without prior notice, except with respect to orders which have been accepted prior to such price modification.

b) SIC may at any time add, change or cease making available any Goods without notice to Buyer, and Buyer shall have no claim against SIC for failure to furnish Goods of the type previously sold.

c) SIC may at any time change warranty without incurring any liability to Buyer.

6. General Terms of Transport

a) Unless otherwise quoted All shipments are F.O.B. point of shipment, freight prepaid and allowed, excluding fuel surcharges. Shipments outside of the Continental United States and Canada are freight prepaid and allowed to port of exit. Allermuir reserves the right to select the most appropriate carrier and routing on all shipments that are shipped. Allermuir reserves the right to implement a fuel surcharge. Buyer shall accept all risk of loss or damage to the Goods while in transit.

b) Buyer alterations to accepted orders after acknowledgment that incur additional freight costs due to changes such as, but not limited to: split shipping, change of location, tail gate deliveries, etc. will incur additional freight charges and fees to be paid by the Buyer due to their change requests.

c) Delay in transport or delivery of any particular installment or delivery of faulty Goods in any one installment shall not entitle the Buyer to repudiate the whole order nor relieve Buyer of its obligation to accept and pay for the remaining installments..

d) SIC shall endeavour to make deliveries within a reasonable time. HOWEVER, SIC SHALL NOT BE LIABLE TO BUYER FOR ANY DAMAGES, WHETHER INCIDENTAL, CONSEQUENTIAL OR OTHERWISE, FOR FAILURE TO FILL ORDERS, DELAYS IN DELIVERY OR ANY ERROR IN THE FILLING OF ORDERS.

e) Time of delivery shall not be of the essence to any contract to which these Terms and Conditions apply and shall not be made so by the service of any notice.

f) Notwithstanding delivery and passing of risk, the Goods shall remain the property of SIC until such time as Buyer shall have paid to SIC the agreed price in full (together with any accrued interest) and all other amounts owned by Buyer to SIC in respect of any other contract for the sale of Goods and until such payment the Buyer shall hold the Goods as Bailee on behalf of and in a fiduciary capacity for SIC and the Buyer shall insure the Goods for their full market value. SIC shall have the right, at its option, to file one or more UCC financing statements with governmental offices to indicate SIC's rights as owner of such Goods (or as security interest holder in such Goods and for purposes thereof, this Agreement shall be deemed a Security Agreement).

g) In the event that the Buyer sells the Goods prior to payment to SIC in full, the Buyer acknowledges that the entire proceeds of sale are held in trust for SIC and shall not be mixed with other monies or paid into any overdrawn bank account and shall at all times be identifiable as SIC's monies.

7. Force Majeure

a) SIC shall not be liable to Buyer for any loss or damage which may be suffered by Buyer as a direct or indirect result of the supply of Goods by SIC prevented, hindered, delayed, cancelled or rendered uneconomic by reason of circumstances or events beyond SIC's reasonable control ("force majeure circumstances") including, but not limited to, strikes; lockouts; labour disputes; act of God; war; riot; civil commotion; malicious damage; compliance with any law or governmental order, rule, regulation or direction; accident; breakdown of plant or machinery; fire; flood; storm; difficulty

or increased expense in obtaining workers; material or transport or other circumstances affecting the supply of the Goods or of raw materials by SIC's normal source of supply of the manufacture of the Goods by SIC's normal means or the delivery of Goods by SIC's normal route or means of delivery.

b) In force majeure circumstances, SIC may (in its sole discretion) terminate any contract for the supply of goods pursuant to the Terms and Conditions or cancel delivery of Goods to Buyer or may, with the agreement of the Buyer, deliver Goods at an agreed rate of delivery commencing at a reasonable time after the termination of the force majeure circumstances.

c) If due to force majeure circumstances SIC has insufficient stocks to meet all its commitments, SIC may apportion available stocks between its customers at its sole discretion.

8. Miscellaneous

a) If any of these Terms and Conditions is held to be invalid, illegal or unenforceable in any respect, whether in whole or in part, such invalidity, illegality or unenforceable shall not prejudice the effectiveness of the rest of the remainder hereof.

b) No waiver by SIC of any breach of contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

c) Any contract to which these Terms and Conditions shall be governed by, and construed in accordance with, the laws of the State of Ohio. Buyer consents to the jurisdiction of, and venue in, state and/or federal courts sitting in Lucas County, Ohio.

For Your Information

Allermuir

Allermuir is one of the leading manufacturers of high quality contemporary contract furniture.

Allermuir products have been available in the U.S.A. and Canada for many years. We have established our own manufacturing facility in Maumee, Ohio where we manufacture and provide sales support for our North American customers.

Many items are available for Quick Ship delivery. Please refer to the separate Quick Ship brochure for details of all products in this program available for dispatch after 12 days.

Ordering Information

All orders should be placed with: Allermuir 4111 N. Jerome Road, Maumee Ohio 43537
Phone: (419)887.5806
Toll free: (888)887.5806
Fax: (419) 887.5805

Please contact an Allermuir Internal Sales Support team member, to verify inventory and production schedules and to ensure requested ship date prior to placing large quantity orders.

Check List for Ordering Furniture

To avoid delay in order processing, please ensure the following information is included with your purchase order.

1. Quantity
2. Item number
3. Finish
4. Fabric pattern, color & application instructions: if applicable
5. Your purchase order number
6. Shipping destination
7. Shipping instructions: if applicable

Payment Terms

Non-account customers: A 50% deposit is required with order, with balance due prior to shipment

Account customers: Payment terms are 30 days from date of invoice

Non standard products: 50% deposit is required with order to begin production.

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Freight Delivered Program

To delivery locations in the continental United States and Canada, all pricing in this specification guide freight is FOC (free of charge) in excess of over \$8,000.00 list. FOC standard delivery is provided via common carrier which is included in the product pricing. Order minimums do apply:

- Orders of less than \$8,000 list will be assessed a handling charge of \$130 net per order.

FOC Standard Freight Delivered pricing is standard dock to dock service and does not include inside delivery, installation, unpacking, removal or disposal of cartons and/or packaging materials. Should additional charges be incurred by Allermuir due to delivery issues after initial billing, the purchaser is liable for the additional charge and will be invoiced.

Should the purchaser choose to provide their own transportation, their purchase order must clearly state CUSTOMER PICK-UP. Allermuir will notify the customer when the product is ready for pick up and the customer is required to arrange for pick within 5 business days of the notified availability date. Failure to pick up goods within the time frame is subject to additional warehousing fees.

All shipments are F.O.B. point of shipment, freight prepaid and allowed, excluding fuel surcharges. Shipments outside of the Continental United States and Canada are freight prepaid and allowed to port of exit. Allermuir reserves the right to select the most appropriate carrier and routing on all shipments that are shipped FOC delivered pricing. Allermuir reserves the right to implement a fuel surcharge.

Any charges arising from failure to receive a shipment, rerouting while in transit, or carrier storage charges are not included in prices or quotations and are subject to additional charge.

FOC Standard Freight Delivered pricing is standard dock to dock service and does not include:

Orders requiring special services are subject to additional charges. The following services are common requests, but are not limited to the following:

- Reconsignment from original destination to new destination
- Change of Tags/Address/Phone numbers on shipments that have already departed
- Split Shipping
- Refused/Returned Freight – Freight refused at destination either to be redelivered at a later time/date or returned to The Senator Group.
- Detention – holding or detaining the truck beyond allotted delivery time
- Weekend delivery – available Friday after 3:00 PM through Sunday night and/or Holiday
- Inside Delivery – inside through the first set of doors on the ground floor
- Liftgate delivery – from the trailer to ground level
- White Glove Delivery – services include bringing shipment inside, unpacking, setting product in place, and removal of packaging materials.

All services beyond a dock to dock delivery require quotation for each service and shipment prior to order placement.

Allermuir products are carefully inspected before they are packaged for shipment. Allermuir is not responsible for items damaged during shipment. The transportation company assumes the responsibility of delivering the goods in good condition when the bill of lading is signed. DO NOT refuse merchandise damaged in transit. Instead make note on the delivery receipt of damage and contact Allermuir Internal Sales Support. Concealed damage must be reported within 10 business days after receiving the shipment.

Returned shipments need to have return authorization from Allermuir and returned merchandise is subject to a 25% restocking fee. Authorized Returned Merchandise must be returned unused and in the original shipping carton with proper inter-packing materials. Returned items must be forwarded with transportation prepaid.

Allermuir will ship completed goods on or before the acknowledged ship date. Orders that are delayed from shipping by customers request may incur storage fees of \$10 per pallet/day if the goods are delayed more than 10 business days from acknowledged ship date.